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#### Contract Database Metadata Elements

Title: **Northumberland, Town of and Highway Department Employee Unit, International Brotherhood of Teamsters (IBT), Local 294 (2001)**

Employer Name: **Northumberland, Town of**

Union: **Highway Department Employee Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

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Northumberland, Town Of And  
Teamsters Local 294

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TO  
BC

AGREEMENT

between

TOWN OF NORTHUMBERLAND

HIGHWAY DEPARTMENT

and

TEAMSTERS LOCAL 294

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2001 - December 31, 2003

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

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CONCILIATION

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## INDEX

<u>TITLE</u>	<u>PAGE</u>
Agreement (Intent & Purposes)-----	1
Article 1 (Recognition)-----	1
Article 2 ((Collective Bargaining Unit)-----	1
Article 3 (Dues Deductions/Agency Shop)-----	1
Article 4 (Compensation)-----	2
Article 5 (Workday/Workweek)-----	2
Article 6 (Overtime)-----	3
Article 7 (Special Rates)-----	3
Article 8 (Holidays)-----	4
Article 9 (Leaves)-----	4
Article 10 (Retirement)-----	6
Article 11 (Health & Disability Insurance)-----	7
Article 12 (NYS Teamsters J.C. 18 Federal Credit Union)	11
Article 13 (Seniority)-----	12
Article 14 (Grievances)-----	12
Article 15 (Discipline & Discharge)-----	13
Article 16 (Reciprocal Rights)-----	13
Article 17 (Savings Clause)-----	14
Article 18 (Legislative Action)-----	14
Article 19 (Applicable Law)-----	14
Article 20 (Contract Reopening Clause)-----	15
Article 21 (Termination Clause)-----	15
Article 22 (Non-Discrimination)-----	15
Schedule A (Classification, Wages)-----	17
(Rules & Regulations) attached-----	18

## TOWN OF NORTHUMBERLAND

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the TOWN OF NORTHUMBERLAND, hereinafter referred to as the "Employer", and LOCAL UNION 294, acting for and on behalf of the employees of the Town of Northumberland Highway Department, hereinafter referred to as the "Employee".

WHEREAS, it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Northumberland and its employees for the mutual benefit of the public, the Town Government and its employees:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

### ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes Local 294 as the sole and exclusive representative for all employees defined in the bargaining unit for the purposes of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances.

Section 2. Local 294 affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

### ARTICLE 2 - COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following:

All employees and part-time employees of the Highway Department except the Highway Superintendent.

### ARTICLE 3 - DUES DEDUCTIONS/AGENCY SHOP

The Employer shall deduct from the wages of the Employee and remit to Local 294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

The Employer agrees to deduct and remit such monies exclusively for Local 294, as the recognized exclusive bargaining agent for employees in this Unit.

The Employer hereby agrees to deduct from the wage of all non-union members within this bargaining unit, an agency shop fee in the amount of the dues levied by Local Union 294. Said sums will be

transmitted to Local Union 294, 890 Third Street, Albany, New York 12206, at least monthly, in a separate check. A list of employees covered shall accompany each check.

#### ARTICLE 4 - COMPENSATION

Section 1. Commencing January 1, 2001, employees covered by this Agreement shall be paid in accordance with the schedule attached as Schedule "A". This Agreement shall be effective January 1, 1998, and shall expire on December 31, 2003.

Section 2. In addition to the hourly wage base rate set forth in the collective bargaining agreement, all employees covered by the collective bargaining agreement shall be entitled to the following increases at the beginning of each successive year:

	<u>2001</u>	<u>2002</u>	<u>2003</u>
4th year	.15	.15	.15
5th year	.10	.10	.10
6th year	.05	.05	.05
7th year	.05	.05	.05
8th year	.05	.05	.05
9th year	.55	.55	.55
10th year	.15	.65	.65
11th year	.05	.05	.55
12th year	.20	.00	.00
13th year	.00	.50	.00
14th year	.00	.00	.50
15th year	.15	.15	.15
16th year	.25	.25	.25
17th year	.00	.00	.00
18th year	.00	.00	.00
19th year	.00	.00	.00
20th year	.25	.25	.25

Section 3. All newly hired employees, hired after January 1, 1983, and who have not previously been employed within the bargaining unit, will be paid 80% of the then current rate for the first six (6) months of employment. Such newly hired employees will then be paid 90% of the then current rate for the second six (6) months of employment, reaching the current base rate of pay on the completion of said period.

#### ARTICLE 5 - WORKDAY/WORKWEEK

Section 1. The regular workweek shall comprise of forty (40) hours per week, Monday through Friday except for the following

Summer Change: To four (4), ten (10) hour days will be at the discretion of the Highway Superintendent. The employees will be given not less than fourteen (14) days written notice of such

change stating the effective date and the hours of work.

Section 2. The hours of work shall be as follows: 7:00 A.M. until 3:30 P.M. The only exception to these hours will be the summer change as stated in Section 1 of this Article.

Section 3. There shall be one-half ( $\frac{1}{2}$  hour) lunch period during the regular work day. There shall be two (2) ten (10) minute coffee breaks per day.

Section 4. The pay period shall end 11:59 P.M. on Saturday. payroll will be bi-weekly and will be distributed on Thursday.

#### ARTICLE 6 - OVERTIME

All hours worked before and after the regular workday and outside the regular workweek shall be compensated at time and one-half the regular hourly rate.

An employee shall have the right to accumulate up to a maximum of forty (40) hours of overtime credit which he may take off as compensatory time after the completion of the work week in which the time is earned, with the prior approval of the Highway Superintendent. Any overtime earned over the maximum forty (40) hours shall be paid for time.

All call-in overtime will be given the employees by Seniority in a rotating fashion. All mechanical work to be done by the Mechanic also to be shared by all employees when schedules permit or when necessary. All overtime continuing after the regular work day will go by Seniority, except for mechanical work will be done by the mechanic.

#### ARTICLE 7 - SPECIAL RATES

Section 1. There shall be a guarantee of two (2) hours pay for any emergency call-out. Except when the two (2) hours are prior to a regularly scheduled work day. The employees will be guaranteed the time and one-half hour rate for the time actually worked up to the two (2) hours before their regular shift started. Any call-out prior to the two (2) hours mentioned the two (2) hour guarantee will be effective. The employees will also be paid the  $\frac{1}{2}$  hour at time and one-half once called as show up time.

The employee has the right to refuse this work. A telephone answering machine is a no answer.

Section 2. Employment at a higher classification for a minimum of one (1) workday shall be compensated at the higher rate of pay. (Working foreman one-dollar (\$1.00) an hour additional.)

Section 3. Each employee shall receive an annual clothing allowance, payable on February 1st of each year, in the amount of \$250. However, the employer may, at any time, discontinue the clothing allowance and elect to furnish and maintain satisfactory uniform clothing in lieu thereof.

#### ARTICLE 8 - HOLIDAYS

Section 1. All employees shall be granted fourteen (14) paid holidays as follows: to be paid eight (8) hours pay at the prevailing hourly rate, except during the summer months workday/workweek change holidays to be paid ten (10) hours pay at the prevailing hourly rate.

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Good Friday
Fourth of July	Employee's Birthday
Labor Day	One (1) roving holiday
Columbus Day	Effective January 1, 1987, a
Election Day	second roving holiday will be
Veteran's Day	instituted in Lieu of Martin
	Luther King Day unless otherwise
	mandated by declaration or law.

Section 2. If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday. If a holiday falls on a Friday or on a Saturday, the day of observance shall be the previous Thursday during the summer months workday/workweek.

Section 3. If an employee is required to work on a holiday he shall be paid at the rate of time and one-half ( $1 \frac{1}{2}$ ) with the exception of Thanksgiving, Christmas, New Year's, Christmas Eve from 6:00 PM, and New Year's Eve from 6:00 PM, to be paid double time (2 times) for all hours worked at the prevailing hourly rate plus the holiday pay or at the employee's option, compensatory time off may be taken subject to the approval of the Highway Superintendent.

#### ARTICLE 9 - LEAVES

##### (A) VACATION LEAVE

Section 1. All employees will earn vacation leave upon completion of the following:

After 1 year's service-----1 week off with pay at current rate  
After 2 year's service-----2 weeks off with pay at current rate  
After 5 year's service-----3 weeks off with pay at current rate

After 10 year's service-----4 weeks off with pay at current rate

Section 2. Vacation time shall be:

One week-----40 hours  
Two weeks-----80 hours  
Three weeks-----120 hours  
Four weeks-----160 hours

Section 3. If a holiday falls within a vacation week another day will be given, with approval of both Highway Superintendent and employee.

Section 4. Vacation credits may be accumulated up to forty (40) hours and carried to the next year if not used the year earned.

Section 5. On or before March 1 of each year, a proposed vacation schedule shall be posted and each employee, in order of seniority, shall be requested to specify the vacation period he desires. First consideration will be given by the Superintendent of Highways with respect to requests of at least one (1) week duration. The final right to allot vacations and the right to change such allotments shall be the right of the Highway Superintendent in order to insure orderly operations. All conflicts in the scheduling of vacations will be resolved by seniority of the employees involved. The finalized schedule of vacations shall be posted on April 1st of each year.

Section 6. To be eligible for vacation an employee must work three (3) months in the previous calendar year, except new employees shall be entitled to their first vacation at any time after the anniversary date of their first day of employment. Vacation pay will be paid on the regularly scheduled pay day immediately preceding start of the vacation period, provided thirty (30) day's notice has been given the Highway Superintendent, and will be paid in a separate check for each week of vacation taken. Any employee who retires, quits or is discharged prior to his anniversary date shall be entitled to vacation pay earned on a pro-rata, provided he has been employed for one (1) full year. Vacation will be paid at the rate the vacation was earned at.

B. SICK LEAVE

Section 1. All employees, after six months of continuous service, shall be entitled to one eight (8) hour day of paid sick leave at the prevailing hourly rate for each month of service, commencing from the first day of his employment. During the summer months workday/workweek change employees shall be paid up to ten (10) hours pay at the prevailing hourly rate if the employee has earned ten (10) hours or more sick time based on the eight (8) hours per month formula as stated above. Time earned during this time will be eight (8) hours per month.



Section 2. Employees who become sick during the work day and must be relieved from work may receive sick pay for the hours not worked that day if employee has accumulated the hours needed to compensate no loss in pay.

Section 3. Commencing January 1, 1995 employees may accumulate up to a maximum of eight hundred (800) hours sick leave at the prevailing hourly rate. SICK LEAVE MUST BE USED AS SUCH. Accumulated unused sick leave credits may be used for retirement service or to pay for Health Insurance in retirement.

Section 4. After five (5) working days of sick leave, or seven (7) calendar days, the employee must apply for New York State Disability benefits and his sick leave pay shall be reduced by the amount of disability benefits he receives. For each day of sick leave after the fifth (5th) working day or seventh (7th) calendar day, one-half day of sick leave shall be charged against his accumulated sick leave credit.

Section 5. A doctor's certificate may be required if an employee has been on sick leave for three (3) consecutive workdays.

#### C. PERSONAL LEAVE

Section 1. All permanent employees shall be entitled to five (5) personal leave days per calendar year. To be paid eight (8) hours pay at the prevailing hourly rate except during summer months workday/workweek change to be paid ten (10) hours pay at the prevailing hourly rate. However, the employee must give twenty-four (24) hours notice of his intent to utilize personal leave, which is subject to the approval of the Superintendent of Highways. If an employee fails to use his personal days all unused days shall be added to the employees's accumulated sick leave.

#### D. BEREAVEMENT LEAVE

Section 1. In the event of death in an employee's immediate family (which consists of parents, grandparents, spouse, children, brothers and sisters, mother-in-law, father-in-law and those relationships generally called "step", providing persons in such relationship have been raised in the family home and have continued an active family relationship, the Employer shall grant such employee a maximum of four (4) working days off with pay, at the prevailing hourly rate to attend the funeral, provided the period between the day of death and the day of the funeral are working days.

### ARTICLE 10 - RETIREMENT

Section 1. All employees shall be covered by New York State Retirement Plan, Section 75i, and receive whatever benefits are available to said employees under said Plan, including Health

Insurance under the applicable State Plan.

ARTICLE 11 - HEALTH AND DISABILITY INSURANCE

Section 1. All employees shall be covered by New York State Disability Insurance.

Section 2. New York State Teamsters Council Health and Hospital Fund Participation Agreement

1. A. This participation Agreement hereinafter called a Stipulation signed by the Local Union and the Employer involved, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund. The employer, the Union and the employees, as a condition of participation in this Fund, are bound by all rules and regulations of the Fund now and/or hereinafter, adopted by the Board of Trustees of the Health and Hospital Fund.

B. The undersigned, Employer and Union, understand and agree that Health and Hospital contributions shall be made as set forth herein, on all employees doing bargaining unit work, and on any and all other employees doing the same work as bargaining unit employees, whether or not they are included in the bargaining unit whether or not they are union members, whether full time, part time, casual or seasonal. No agreement between the employer and the Union shall alter this rule or any other rule or provision of this Stipulation. That in the event there is any agreement between Employer and Union that is contrary to or inconsistent with the terms of this Stipulation or the rules of the Health and Hospital Fund, such inconsistent provisions shall be null and void and superseded by the terms of this Stipulation and/or the rules of the Fund.

(1) Health and Welfare contributions will be made on all casual and part-time employees at the single person rate of \$23.00 per week for 2001; \$24.00 per week for 2002 and \$24.00 per week for the year 2003. A daily rate of 1/4 the weekly rate will apply, with a separate stipulation agreement being signed.

(2) For new employees hired after 1/1/98 health and welfare contributions will be paid for by the Town for single or 2 person rates only, for family coverage the employee must pay the difference between the 2 person and family coverage.

C. The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund as follows, not to exceed the maximum:

<u>Rates of Contribution</u>	<u>Daily</u>	<u>Weekly</u>
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January 1, 2001:

Single	\$13.75	\$ 55.00
2 Person	\$27.00	\$108.00
Family	\$37.75	\$151.00

January 1, 2002:

Single	\$ 14.25	\$ 57.00
2 Person	\$ 27.75	\$111.00
Family	\$ 39.00	\$156.00

January 1, 2003

Single	\$ 14.50	\$ 58.00
2 Person	\$ 28.25	\$113.00
Family	\$ 39.75	\$159.00

D. All such payments to be made to the Health and Hospital Fund are to be received by said Fund office on or before the tenth (10th) day of the month following the month in which said monies are accrued, except when otherwise agreed by the Fund Trustees, but not to exceed by the end of the same month due.

2. Failure on the part OF the employer to contribute on any of his employees as specified herein, shall make the employer liable for all employee benefit claims which are incurred during the period of delinquency, damaged, reimbursement to the Fund for the Fund's attorney' fees, auditor's fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition the employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the amount owed to compensate for additional administrative expenses caused by the delinquency. In the event the Union suspends the operation of a defaulting Employer, the Union shall not be bound by an arbitration or no strike clause in the labor bargaining agreement. The late payment of arrears by the Employer shall not in any way relieve him from the obligations set forth above. In addition when the Employer is notified in writing by the Fund office that he is delinquent and is told to pay whatever is involved, he must do so immediately and after payment he may appeal to the Board of Trustees for reimbursement, whose decision shall be final and binding. In the event of failure of the Employer to comply with this final decision, then the employer and all his employees shall cease to participate in this Fund, and the employer shall be responsible for all the benefits and all other charges specified herein.

3. In the event an Employer is in arrears and the Union or its members stop working for collection in addition to the above, the

Employer must reimburse all employees for all time lost during such stoppage. The late payment of arrears by an employer shall not release or exculpate him from his responsibility to pay all employee claims, delinquent contributions and all other monies owed to the Fund, arrearage, liquidated damages, etc., arising during the period that he was in arrears as determined solely by the Trustees.

4. The New York State Teamsters Council Health and Hospital Fund may at any time check the payroll records of any and all employees of the employer covered by this Stipulation at a time mutually agreed upon at no extra charge to the Employer, but in the event it is found that the Employer has not been complying with the Health and Hospital Fund rules and/or provisions of this Stipulation, the employer shall pay the full cost of all checking of its books that have been done and/or later to be done by the Health and Hospital Fund officials and in addition, shall be responsible for those matters as set forth herein. The Employer shall pay reasonable attorney fees for collecting any payments, claims or liquidated damages in arrears.

5. During the life of this Stipulation, it is agreed that upon becoming a contributing employer to the Health and Hospital Fund and making payments to the said Fund as provided herein, the Employer shall be relieved of any and all responsibility of providing benefits other than those provided by this Fund.

6. In the event an employer is charged the cost of checking and auditing his books and feels he was unjustly charged, the employer may appeal to the Board of Trustees and if not satisfied, an appeal may be taken to the New York State Teamsters Joint State Grievance Board whose decision shall be final and binding.

7. The Health and Hospital Fund shall be open to participation by any group of members belonging to a participating Local Union that fully complies with all rules and regulations of the Fund and employees working outside the jurisdiction of the Collective Bargaining Agreement in the amount indicated above. However, if these employees are included, the employer agrees to make contributions on all employees in this category subject to same conditions and on the same basis as is provided in this Stipulation, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a Collective Bargaining Agreement or Agreement between the employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Board of Trustees in writing in order to have any non-covered employees included and such request must specifically define the category or categories involved.

8. The Employer agrees that should he not make contributions on 100% of all his Bargaining Unit employees as required herein, the

Health and Hospital Fund will not pay nor be liable or obligated to pay any Health and Hospital benefits or other benefits to all his employees involved, whether or not contributions were made on such individuals, in which event the employer shall pay to any or all such employees any and all Health and Hospital benefits or other benefits including vested benefits that such employee or employees may have been entitled to or are later entitled until such time that the Board of Trustees of the Fund once again extends coverage to this group and only under terms decided solely by the Board of Trustees of the Health and Hospital Fund.

9. Should any of the provisions of this Stipulation be declared to be in violation of the Labor-Management Relations Act of 1947 as amended or any other State or Federal Statute or regulations, such declaration shall in no way impair the effectiveness or continuity of the provisions of this Stipulation and such provisions are hereby expressly declared to be saved from such illegality.

10. Payments to the Fund must be paid by the Employer for the employees' paid vacations and holiday periods.

11. If an employee is granted a leave of absence, the employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Hospital Fund during the period of absence. In the event the employer grants a leave and does not comply with this, the employer must pay the contributions subject to all other requirements in Paragraph 2 herein.

12. There shall be on deductions from equipment rental of owner-operators by virtue of the contributions made to the Health and Hospital Fund, regardless of whether the equipment is at the minimum rate or more

13. The Employer agrees to furnish such information as may be necessary from time to time concerning his employees as will enable the Health and Hospital Fund to carry out its duty to furnish adequate coverage for such employees.

14. When the labor agreement supplies benefits for illness or off-the-job injury, the following shall apply: If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the employer shall continue to pay the required contributions until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months. When the labor agreement requires different period of contributions, this paragraph must reflect such change and be initialed by both the employer and the Union.

15. All actions or proceedings, commenced by an applicant, employee, Local Union or employer, or anyone acting in their behalf, against the said Health and Hospital Fund or the Trustees thereof, and any action commenced by the said Trustees against any applicants, employee Local Union or employer pertaining to the said Health and Hospital Fund in any of its aspects, shall be brought in the appropriate court in the County of Oneida, New York. It is specifically agreed that any action commenced in any other place shall be transferred to the County of Oneida, New York. This provision relating to venue is necessitated by the fact that the Health and Hospital Fund office, with all of its records and employees is located in the County of Oneida, New York.

16. The employer contributing hereunder, shall post each month at each terminal, or other place of business where employees have easy access thereto, an exact copy of each monthly remittance report form of contributions sent to the Fund.

17. All employees are expected to check the list each month and immediately notify their Local Union if proper contributions have not been made in their behalf. Failure of employees to check the list does not relieve the employer of any and all liabilities hereunder.

18. The Stipulation and Agreement shall become effective as of the date of execution thereof and the payments above provided shall be payable from on and after January 1, 2001, and expire on December 2003. This Agreement shall continue in full force and effect for the same term as the Labor Agreement. A new Stipulation must be signed and submitted each subsequent Collective Bargaining Agreement.

Effective Date of Collective Bargaining Agreement: January 1, 2001.

Expiration Date of Collective Bargaining Agreement: December 31, 2003.

19. No employer and none of his employees shall be entitled to participate in this Fund unless the employer and the Union have signed the Standard and current Stipulation.

20. All provisions in this Stipulation must be enforced by the Local Union involved. Failure of the Local Union to enforce compliance with all provisions herein may compel the Board of Trustees to terminate participation in this Fund by the employer and his employees and/or the Local Union.

ARTICLE 12 - NEW YORK STATE TEAMSTERS JOINT  
COUNCIL 18 FEDERAL CREDIT UNION

A. Permanent employees of the Bargaining Unit shall be permitted

to participate in the New York State Teamsters Joint Council #18 Federal Credit Union if they so desire. The Employer agrees, upon filing of the proper payroll deduction authorization form, to deduct the amount specified by the employee and forward said monies in accordance with the regulations of said Credit Union. Employees may change the amount to be deducted no more than twice a year, other than for the purpose of meeting a loan repayment schedule set forth by the Credit Union.

B. DRIVE FUND CONTRIBUTIONS - INTERNATIONAL BROTHERHOOD OF TEAMSTERS. Permanent employees of the Bargaining Unit shall be permitted to participate in the Democratic, Republican, Independent Voter Education Fund of the Teamsters Union. The employer Agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost of the expenses incurred in administering the weekly payroll deduction plan.

#### ARTICLE 13 - SENIORITY

Section 1. Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased, the employees are to be returned to work in the reverse order ~~iff~~ which they were laid off. An employee laid off for a period in excess of one year shall lose his seniority rights.

#### ARTICLE 14 - GRIEVANCES

Section 1. DEFINITION OF GRIEVANCE: A grievance is defined as any controversy under this Agreement which may arise between the parties.

Section 2. GRIEVANCE HANDLING: Any grievance arising between the employer and the Union or any employee represented by the Union shall be settled in the following manner:

STEP 1. The aggrieved employee or employees or the Job Steward shall present the grievance, in writing, to the Highway

Superintendent within seven (7) days after the reason for the grievance has occurred.

STEP 2. If settlement of the grievance is not effected by operation of Step 1. within three (3) days, the matter shall be referred to the Town Board of the Town of Northumberland. A decision shall be made within seven (7) days after said referral, unless extended by mutual agreement.

This procedure is for a discharge or suspension. Minor cases will be: The Town Board decision will be made at the next regularly scheduled meeting, or a maximum of forty (40) days, a decision will be given.

STEP 3. If the disposition of the matter by the Town Board or other representative of the employer with the authority to act is not satisfactory, either party has the right to file its grievance with the Public Employment Relations Board, provided such submission shall be made in writing and shall be filed with the Public Employment Relations Board within ten (10) calendar days of the disposition set forth in Step 2. Thereafter, the PERB rules and regulations for the handling of grievance shall apply.

#### ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent and become a member of the bargaining unit upon the completion of six (6) months continuous service and has worked forty (40) hours per week in that period. No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2. It is hereby recognized that the rules and regulations of the Town of Northumberland for all departments, a copy of which is posted on the bulletin board at the Town Garage, is part of this contract. It is further recognized by the parties to this Agreement that each member of the bargaining unit has been furnished with a set of the rules and regulations. In any grievance proceeding involving a suspension or discharge the adequacy of any prior written warning (if required) shall be an issue.

#### ARTICLE 16 - RECIPROCAL RIGHTS

Section 1. The employer recognizes the right of the employees to designate representative of Local 294 to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit employees during working hours for foregoing purposes, provided such visits do not interrupt the work schedule. Such employee representatives shall also be permitted to appear at public hearings upon the



request of the employees.

Section 2. Local 294 shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the content of such notices and communications by the Employer.

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations, subject to the approval of the Department Head or his assistant in his absence.

Section 4. In accordance with past Town practice, Local 294 recognizes Management's prerogative to hire seasonal employees to complement the Department of Public Works' work force as needed. However, it is understood that permanent employees shall, in all cases, be accorded preferred consideration in regard to the assignment of the work and overtime responsibilities.

#### ARTICLE 17 - SAVING CLAUSE

Section 1. If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles in this Agreement, or any addition thereto, shall not be affected.

Section 2. If a determination or decision is made as per Section 1. of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

#### ARTICLE 18 - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### ARTICLE 19 - APPLICABLE LAW

This Agreement shall be subject to all Federal, State and Local Law applicable thereto, and any of the terms of this Agreement which are not consistent with, or conform to, any Federal, State or Local Laws shall be deemed null and void.

#### ARTICLE 20 - CONTRACT REOPENING CLAUSE

In the event of war, declaration of emergency or imposition of economic controls or changes in operations during the Life of this Agreement, either party may re-open the same upon sixty (60) day's written notice and request renegotiations of matters dealing with wages, hours, and classification or additions of work details.

Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revision. If governmental approval or revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

#### ARTICLE 21 - TERMINATION CLAUSE

Section 1. This Agreement shall be in full force and effect from January 1, 2001, to and including December 31, 2003, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to December 31, 2003 advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

#### ARTICLE 22 - NON DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability or handicap.

WE HEREBY CERTIFY that the provisions, terms and wording in the Collective Bargaining Agreement are not contrary to or inconsistent with the provisions, terms and wording in this Stipulation.

IN WITNESS WHEREOF, the parties hereto have set their hands and

seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, effective

as of January 1, 2001.

TOWN OF NORTHUMBERLAND

By: Edgar King, Supervisor

TEAMSTERS LOCAL 294

By: John Bulgaro  
John Bulgaro, President

By: John Kearney  
John Kearney, Sec-Treas

SCHEDULE "A"

JOB CLASSIFICATION:

MOTOR EQUIPMENT OPERATOR

1. Operate truck in connection with hauling or material for road construction and repair.
2. Operate truck to transport workmen, tools and other equipment.
3. Operate snow plow or related snow equipment.
4. Perform repairs on automotive equipment.
5. Operate bulldozer, grader, power shovel or other equipment.
6. Service assigned vehicle and maintain it in clean condition.
7. Load and unload trucks.
8. Perform a variety of manual tasks, such as cleaning culverts, shoveling snow, painting, cutting brush and trees, road and building maintenance.
9. Operate one or more variety of vehicles.
10. Do related work as required.
11. Perform all duties in accordance with work rules.

All full time employees shall be afforded the opportunity for any new job classification or work performances by the Highway Department in a seniority manner including newly hired employees.

HOURLY WAGES - BASE RATES

Effective 1-1-2001-----\$12.25

Acting Foreman to receive \$1.00 (one-dollar) per hour additional when so designated.

NOTE: The Superintendent of Highways can use his pickup truck with plow and sander to help in emergency situations.

All overtime at the end of the regular day shall be paid for the time worked.

"EMERGENCY SITUATIONS" The Highway Superintendent will be allowed to use equipment on the job to effect efficient and timely operations as long as all available employees are working.

## UNIFORM RULES AND REGULATIONS

January 1, 2001 - December 31, 2003

The following rules and regulations and penalties charged for violations of same, are placed into effect, with the approval of your Union, so that all Employees of the Employer may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these rules and regulations shall abrogate the Employee's right through the Union to challenge a penalty through the regular grievance procedure. In any grievance involving a suspension or discharge, the adequacy of prior written warnings, if any, shall be an issue.

### 1. TIME OFF:

If an employee desires to take time off other than his vacation or holidays that he is entitled to, he must request the time off in writing at least one (1) week in advance. Final allotment of such time will be in coincidence with Article 9 - Section 5.

### 2. ACCIDENTS:

(A) Major chargeable accident after full investigation and review of Employee's past records.

1st offense-----One (1) week off

2nd offense-----Subject to discharge

(B) Minor chargeable accident after full investigation

1st offense-----Letter of reprimand

2nd offense-----Letter of reprimand

3rd offense-----One (1) week off

• Failure to report an accident or personal injury

1st offense-----Letter of reprimand

2nd offense-----Letter of reprimand

3rd offense-----One (1) week off

### 3. CONDUCT AS FOLLOWS (#I THROUGH XI)

1st offense-----Written warning

2nd offense-----Suspension

3rd offense-----Discharge

I. Failure to report to work on a regularly scheduled work day without notifying Highway Superintendent.

II. Failure to report to work following the expiration of

an approved leave without authorization.

III. Unauthorized absence which includes:

- a) absence which has not been approved in advance by the Highway Superintendent:
- b) absence which has not been excused for emergency or medical reasons or unjustifiable cause:
- c) absence for reason other than that specified in the authorization.

IV. Tardiness (reporting to work late)

V. Engaging in any conduct which may result in a safety hazard or indecent exposure in public.

VI. Inability to perform assigned work.

VII. Neglect of job duties or responsibilities.

VIII. Sleeping or wasting time during working hours.

IX. Discourteous treatment of the public or any other conduct which does not merit the public trust.

X. Vending, soliciting, collecting contributions or circulating literature for any purpose during working hours without prior authorization from the Highway Superintendent in writing.

XI. Stopping work or leaving work area before specified quitting time without authorization.

XII. Signing in or out or punching in or out for another employee.

- 1st offense-----Written warning
- 2nd offense-----Discharge

XIII. Failure to follow job instructions, directions or departmental procedures and policies.

- 1st offense-----Written warning
- 2nd offense-----Suspension
- 3rd offense-----Discharge

XIV. Conducting personal business during working hours, using Town property, materials or equipment for personal business.

- 1st offense-----Suspension
- 2nd offense-----Discharge

XV. Transporting, picking up or delivering unauthorized passengers or use of Town vehicles for personal business.

- 1st offense-----Suspension
- 2nd offense-----Discharge

XVI. Abusive, profane or threatening language to the

Supervisor, fellow employees or otherwise threatening, intimidating or coercing other employees.

1st offense-----Written warning  
2nd offense-----Suspension  
3rd offense-----Discharge

XVII. Fighting or provoking a fight.

1st offense-----Suspension  
2nd offense-----Discharge

XVIII. Negligence, carelessness or willful acts which result in damage to Town property or the property of another employee or citizen while on duty.

1st offense-----Written warning  
2nd offense-----Suspension  
3rd offense-----Discharge

XIX. Unauthorized use and/or removal of Town property, records or any other materials from Town premises.

1st offense-----Suspension  
2nd offense-----Discharge

XX. Unauthorized possession of firearms, weapons or explosives on persons and/or on town property. Under no conditions are these items authorized in town vehicles or buildings.

1st offense-----Suspension  
2nd offense-----Discharge

XXI. Possession of intoxicants on Town property

1st offense-----Written warning  
2nd offense-----Suspension  
3rd offense-----Discharge

XXII. Working under the influence of intoxicants or drugs (except with a doctor's prescription).

1st offense-----Suspension  
2nd offense-----Discharge

XXIII. Use of intoxicants or drugs on Town property (except with a doctor's prescription).

1st offense-----Discharge

XXIV. Selling of drugs and/or intoxicants on Town property.

1st offense-----Discharge

XXV. Refusal to follow job instructions.  
Insubordination.

1st offense-----Suspension  
2nd offense-----Discharge

XXVI. Soliciting or accepting any financial or non-

financial reward in return for special consideration in the providing of services or rewarding contracts.

1st offense-----Suspension  
2nd offense-----Discharge

XXVII. Theft of Town property

1st offense-----Suspension  
2nd offense-----Discharge

XXVIII. Falsifications of Town forms or records, including employment application, daily work sheets and attendance records; wilful misrepresentation of facts; forging another's signature.

1st offense-----Suspension  
2nd offense-----Discharge

XXIX. Conviction of a crime or engaging in unlawful or improper conduct which affects the employee's ability to perform the job or report to work.

1st offense-----Suspension  
2nd offense-----Discharge

NOTE:

1. Any three (3) written warnings received for a violation of any rules within an eighteen (18) consecutive month period shall be considered misconduct and will result in suspension and review for discharge.
2. Warnings will be noted in the employee's personnel file by recording the date, time, offense and name of supervisor issuing the warning. A copy of said warning to be provided to the employee.
3. Disciplinary actions undertaken by the Town are subject to the normal grievance procedure provided for in the Labor Agreement.

4. LEAVE OF ABSENCE - ALCOHOL AND DRUG USE

An employee shall be permitted to take a Leave of Absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The Leave of Absence must be requested prior to the commission of any act subject to disciplinary action. The Employer shall give at least fourteen (14) days prior written notice to an Employee of the Employer's intention to request a test for drug use during a physical examination. The employee may within five (5) days of receipt of such written notice, make written request for a Leave of Absence. Such Leave of Absence shall be granted on a onetime basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the Employee shall not receive any of the benefits provided by this Agreement or Supplement thereto except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.



5. RETURN FROM LEAVE OF ABSENCE - TESTING:

Employees requesting to return from a Leave of Absence for drug use shall be required to be tested by procedure approved by the Town Board. Failure to take the test or to meet the standards approved by the Town Board shall be cause for discharge without a prior warning letter.

THESE RULES AND REGULATIONS WILL REMAIN IN EFFECT FOR THE LIFE OF THIS CONTRACT.